



CITY OF NEWARK

220 South Main Street · Newark, Delaware 19711
302.366.7000 · www.cityofnewarkde.us

VENDOR: _____

RFP NO. 21-01

ON-CALL ENGINEERING SERVICES AND PROJECT MANAGEMENT
FOR CITY OF NEWARK PROJECTS

CITY OF NEWARK

Delaware

RFP – 21-01

ON-CALL ENGINEERING SERVICES AND PROJECT MANAGEMENT
FOR CITY OF NEWARK PROJECTS

NOTICE

The City of Newark will accept sealed proposals for RFP 21-01 (On-Call Engineering Services and Project Management for City of Newark Projects) until 2:00 p.m., Tuesday, March 23, 2021.

Sealed proposals (six (6) copies) shall be sent to the Purchasing Division (220 South Main Street; Newark, Delaware 19711). Separately sealed Basis for Fees documents should also be sent to the above address.

In addition to the physical copies of the proposal and Basis for Fees documents, submitting vendors shall also provide a digital copy of all submissions in PDF format. The PDF versions of the documents shall be submitted on a portable drive along with the sealed proposal or through a drop file or attachment via email to contracts@newark.de.us. See RFP document for more submittal requirements.

All questions/requests for information regarding this RFP must be submitted via email by 5:00 p.m. on Friday, March 12, 2021 to allow staff sufficient time to develop answers to questions deemed appropriate. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received.

Copies of this request may be obtained from the City of Newark website at www.newarkde.gov/bids.

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RFP – 21-01

ON-CALL ENGINEERING SERVICES AND PROJECT MANAGEMENT
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A. PURPOSE AND INTENT

The City of Newark is responsible for the planning, design, inspection, and operation of the City of Newark's streets, storm sewers, stormwater management areas, water and wastewater utilities, refuse collection, electric utility, planning services, and parkland. To accomplish these tasks, the City plans to utilize professional engineering, planning, and project management services on various projects.

B. SCOPE OF SERVICES

While this contract will mostly be utilized for Drinking Water, Wastewater, and Stormwater needs in the Public Works and Water Resources Department, the scope of services required by the City in connection with this request for proposal covers the entire spectrum of services that are customarily provided to governmental entities by professional engineering and project management firms. The services provided should include, but need not necessarily be limited to the following:

1. Project Planning, Development, and Design (Drinking Water):
Planning, designing and/or reviewing improvements for water production facilities and the water distribution system, ensuring compliance with applicable policies, codes, ordinances, regulations and laws. Specific projects may include evaluating well production and capacity to determine well redevelopment locations and any necessary upgrades or improvements; evaluating wells for, and designing where appropriate, variable frequency drives and other flow control or measuring devices; new/replacement well site determination and design; storage tank maintenance, booster station maintenance, evaluation, and design; treatment plant evaluation, maintenance, and design; project permitting; and evaluating and designing distribution system upgrades or improvements; water tank inspections; WaterGEMS Distribution System Modeling; Standards and Specification review and development.
2. Project Planning, Development, and Design (Wastewater):
Planning, designing and/or reviewing upgrades or improvements to the sanitary sewer collection and transmission systems, ensuring compliance with applicable

policies, codes, ordinances, regulations and laws. Tasks may include flow monitoring for inflow and infiltration analysis, capacity studies, and alternatives analysis. CMOM Development for Sewer Utilities, XPSWMM Sewer System Modeling, FOG Program Development, Standards and Specification review and development.

3. **Project Planning, Development, and Design (Stormwater):**
Planning, designing and/or reviewing upgrades or improvements to the storm sewer collection and transmission systems, performing or reviewing flood studies, Streambank Restoration design, NPDES - MS4 and Industrial Stormwater Permitting and Standards and Specification review and development.
4. **Project Management and Permitting:**
Performing project management tasks and engineering services for construction projects including risk based, probabilistic analysis of the project, overseeing the project from the design phase and/or contract implementation to the project's completion, including inspection and construction services, as well as recommendations for alternative project delivery methods.
5. **Plan Review:**
Subdivision and site plan reviews relating to water, wastewater, street, storm sewer and stormwater design, to ensure compliance with applicable policies, codes, ordinances, regulations and laws.
6. **Land Survey and Field Services:**
Topographic, boundary, benchmarking, asset location, and as-built surveys, SONAR and 3D Scanning Services, and Sediment and Stormwater Certified Construction Review (CCR) related to design projects or on as-needed basis.
7. **Policy, research, and ordinance development:**
Provide policy, research, and ordinance development for various departments within the City.
8. **Project, Committee, and Technical support:**
Provide meeting and technical support on projects, workgroups, and committees for various departments within the City.
9. **Public Outreach:**
In connection with any project that requires public outreach to gain approval. Such outreach may include, but not limited to print, web, interactive, public hearings, or focus group meetings. Both virtual and in-person engagement may be required.
10. **Computer Programs:**
GIS database creation and upkeep. Knowledge of Esri, Autodesk and Carlson

mapping software, WaterGEMS and XPSWMM hydraulic model software are required.

11. The following tasks may also be considered through this Contract:
- Electrical System analysis of sub-transmission and distribution systems. The specific areas of expertise should include power flow, short-circuit, protection coordination and relay settings, arc flash, power quality, cable ampacity, and contingency analysis.
 - Parks and Recreation Park and Trail Master Planning
 - Spill Prevention, Control, and Countermeasure (SPCC) Plans
 - Air Quality Monitoring and Testing
 - HVAC and MEP (Mechanical, Electrical and Plumbing Review and Design)
 - Acoustic Testing and Studies
 - Solar Park Development
 - LEED Credit Management
 - Architectural Planning and Design
 - Structural Engineering
 - Geotechnical Engineering
 - Environmental Engineering
 - Wetland Studies and Permitting
 - Traffic Engineering

C. QUALIFICATIONS

The written proposal shall, at a minimum, include the following information:

1. The firm name and contact person, together with the address, telephone number, facsimile number and email address, of the office from which the services will be provided. Corporate office information shall also be provided, if applicable.
2. A brief history of the firm (limit two pages), including organization structure, location of management, and evidence that the firm is authorized to do business in the State of Delaware. In addition, a Certificate of Authorization from the Delaware Association of Professional Engineers (DAPE) shall be provided.
3. A description of the services, specifically relating to the municipal sector, which the proposer has capacity to deliver, together with an explanation of how these services might best assist the City. Include specific information on specialized resources available to your firm such as computer capability, access to innovative techniques, personnel with specialized knowledge and expertise in the municipal consulting field. Biographies of key staff may be included.

4. A listing of all subcontractors and the anticipated services they will provide related to this contract. Firm and staff biographical information for subcontractors may also be provided.
5. A chronological listing of the municipal engagements, specifically within the State of Delaware, for which your firm and/or staff has served over the past five (5) years, including current contracts. Be sure to include specific dates and a brief description of the services provided.
6. A list of references the City may contact in order to assist in the evaluation of the firm's past performance. Please limit these references to governmental entities within the State of Delaware; Cecil County, MD; or Chester County, PA to whom you have provided services over the past three (3) years. For each reference listed, the information provided should consist of the following:
 - (1) Name and mailing address of the governmental entity.
 - (2) Name, telephone number, and email address of the contact person within said governmental entity.
7. Information on the nature and magnitude of any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has found fault, held proceedings, or ruled against the proposer in any matter related to the professional activities of the proposer. A statement regarding the existence of pending litigation shall also be supplied.
8. A statement to the effect that the selection of the proposer shall not result in a conflict of interest with any other party which may be affected by the work to be undertaken. Should any potential or existing conflict be known by a proposer, said proposer must specify the party with which the conflict exists or might arise, the nature of the conflict, and whether or not the proposer would step aside or resign from the engagement or representation creating the conflict. (The City reserves the right to select more than one firm to perform the required services to avoid conflict of interest and other similar occurrences.)
9. Any additional information that you feel will be beneficial to the City in evaluating your qualifications to provide Engineering Services and Project Management. However, any elaborate brochures, voluminous examples, or federal forms are neither required nor desired.
10. The selected firm(s) will be required to work closely with the Department's staff. During the performance of construction services, the firm's project manager and/or field representative shall be available at all times via cellular phones.

D. GENERAL REQUEST FOR PROPOSAL INFORMATION

1. Questions - Any questions concerning the technical aspects of this RFP should be directed to Tim Filasky, PE, Director of Public Works and Water Resources Department at 302-366-7000 or tfilasky@newark.de.us and Ethan Robinson, Deputy Director of Public Works and Water Resources Department, 302-366-7000 or erobinson@newark.de.us. Questions regarding the submission of RFPs or procedures of evaluation should be directed to the Purchasing Division at contracts@newark.de.us. Questions may be submitted until March 12, 2021 at 5:00 p.m.
2. Award - The City Manager's designee will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City shall have the full authority to award projects to the firm who, in the sole judgment of the City, best meets the specifications and conditions of this RFP. All proposals shall remain firm for ninety (90) calendar days after the opening of proposals.
3. Rejection of Proposals - The City reserves the right, at its sole discretion, to reject any or all proposals if deemed to be in the best interest of the City to do so. The City may also waive any irregularities, defects, informalities, technical defects, and/or clerical errors, as well as accept any portion or all items in a proposal, if deemed in the best interest of the City.
4. Multiple Contracts - The City reserves the right to enter into contract with more than one firm in order to avoid potential conflict of interest issues and to ensure that the City receives adequate representation to perform the scope of services involved with each project.
5. Revisions to RFP/Addendum - In the event it becomes necessary to revise any part of the RFP, revisions will be provided to all firms which received the initial RFP in the form of an addendum. Firms are responsible to confirm receipt of all addenda prior to proposal submittal.
6. Cancellation of RFP – The City of Newark reserves the right, at its sole discretion, to cancel this RFP in whole or in part prior to the execution of a contract.
7. Assignment – The firm shall not assign any interest in the contract, and shall not transfer any interest in the same without the prior written consent of the City.
8. Acceptance of Proposal Content - The contents of the proposal of the successful firm will become a part of any agreement as a result of these specifications.
9. Proposal Changes or Withdrawals - Any proposal may be withdrawn, modified,

and/or resubmitted prior to the bid opening date by written request, signed in the same manner and by the same person who signed the proposal.

10. Termination of Contract - If through any cause, the firm selected shall fail to fulfill the obligations agreed to in a timely and efficient manner, the City shall have the right to terminate the contact by specifying the date of termination in a written notice to the firm at least thirty (30) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.
11. Accounting Records – Individual task orders will be negotiated based on the submitted “Basis for Fees.”
12. Ownership of Material - All documents prepared and submitted pursuant to this RFP or contract shall be property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.
13. Compliance with Terms and Conditions of RFP – The successful proposer shall comply with all the specifications, terms, and conditions of this RFP, as outlined herein. Proposers are further required to complete/submit all information requested in this RFP.
14. Approval – In the event that City Council is required to approve the award of a contract based on this RFP, the selected Firm(s) may be required to attend the Council Meeting to address any questions. Costs for attendance shall be incorporated in the bid.
15. Advertisements - Any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.
16. EEO and Business Licenses - The bidder shall possess all required business or other licenses and also shall be a fair and equal opportunity employer.
17. Non-collusion - The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract.
18. Term of Contract – The length of the contract will be for two (2) years. By mutual

consent of the contracted firm(s) and the City, the contract may be renewed or extended for additional one (1) year periods, not to exceed a total contract length of four (4) years. This option shall be exercised only if agreed to in writing by both parties and approved by the City Manager and/or City Council where applicable.

19. Time of Completion and Liquidated Damages - The City will work with the selected firm to establish an agreed upon time schedule for the completion of each task prior to issuance of individual purchase orders.
20. Force Majeure Occurrence – Upon the occurrence of a force majeure event, the City of Newark shall immediately notify the awarded vendor. In this instance, the City shall be excused from any further financial or contractual obligations for as long as such circumstances prevail. As used in this document, a “force majeure occurrence” means acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics or pandemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusual weather; or other unusual event outside of the reasonable control of a party hereto that prevents a party to this Agreement from performing its contractual obligations.

E. PROPOSAL REQUIREMENTS/EVALUATION CRITERIA

Proposals will be evaluated according to the following criteria. The City of Newark reserves the right to reject any/all proposals received and to award the contract for project services to the firm or firms which the City of Newark believes will offer the best value for the scope of work.

1. Reputation and experience of the firm(s) in connection with services related to the scope of work.
Point Range: 0-25
2. Qualifications of staff to be assigned. Education, position in firm, type and years of experience will be considered, as derived from the written proposal.
Point Range: 0-25
3. Responsiveness of the written proposal in clearly stating an understanding of the work to be performed, as outlined in the scope of services portion of this request for proposals.
Point Range: 0-25
4. Location of office performing work (Primary).
Point Range: 0-10

5. Other considerations such as current contracts, past projects, and overall impression.

Point Range: 0-15

Maximum Points: 100

F. PRESENTATIONS

After the proposals are evaluated by the Evaluation Committee, the highest ranked firms will be asked to prepare and deliver an oral presentation to the Evaluation Committee. If the City continues to limit in-person staff engagements due to Covid-19, the presentation would be required to be given virtually on an agreed upon meeting platform, coordinated by the applicant.

The Evaluation Committee will then submit their final rankings for consideration.

G. BASIS FOR FEES SUBMISSION

In a separate envelope (see Section I for details) provide a “Basis for Fees” in sufficient detail, such as a current Fee Schedule, to provide the broad array of services anticipated in this solicitation.

H. EVALUATION COMMITTEE

The proposals will be evaluated by a Committee comprised of the following:

1. Public Works and Water Resources Director
2. Deputy Public Works and Water Resources Director
3. Water Operations Superintendent
4. Field Operations Superintendent
5. Chief Purchasing & Personnel Officer
6. At-Large Management Member

I. DEADLINE FOR SUBMISSION AND NUMBER OF COPIES REQUIRED

1. In one sealed envelope, provide **six (6) copies** of the Proposal marked ‘RFP 21-01, On-Call Engineering Services and Project Management for City of Newark Projects’. A digital copy in (.pdf) format shall also be provided on a portable drive or through a

file drop via email to contracts@newark.de.us.

2. In a separate and sealed envelope, provide **three (3) copies** of the firm's Fee Schedule marked 'Basis for Fees RFP 21-01, On-Call Engineering Services and Project Management for City of Newark Projects'. A digital copy in (.pdf) format shall also be provided on a portable drive or through a file drop via email to contracts@newark.de.us. This envelope/file will not be opened until Firms have been ranked. Cost will not be a determinant for selection.
3. Both envelopes must be received in the Purchasing Office on or before 2:00 p.m. on Tuesday, March 23, 2021, City of Newark, Purchasing Office, 220 South Main Street, Newark, Delaware 19711. Required digital copies must be received by the deadline.

J. REQUIREMENTS

1. Liability Insurance and Indemnification

- a. The Contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. The Contractor shall be required to provide Workers' Compensation (WC)/Employer's Liability (EL) coverage with limits of insurance not less than:

\$500,000 Per Accident
\$500,000 Per Illness, Employee
\$500,000 Per Illness, Aggregate

The Contractor shall be required to provide Umbrella/Excess Liability coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

The Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Injury Limit

\$2,000,000 Annual Aggregate Limit
\$2,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit (Owned, Hired, & Non-Owned Autos)

The Contractor, The City of Newark (Owner) and all other parties required of the Contractor shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured Subcontractor.

Subcontractors approved in association with the hiring of a Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance in equal amount to those required of the Contractor.

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of the Agreement.

- c. A copy of the Certificate of Insurance must accompany each bid. The Prime Contractor's attention should be directed to other sections of the contract documents in the event additional insurance is required based on the scope of work.
2. The firm shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the firm, its officers, agents, employees in the performance of the contracted agreement.
3. Further, the firm recognizes that the City of Newark is not in the business of preparing specifications, and any omissions in this request for proposal must be strictly addressed by the firm with the submittal of its proposal.
4. The firm shall comply with all current federal and state nondiscrimination and equal opportunity status and policies and agrees to not hold the City of Newark liable for any inadvertent action by the firm which conflicts with such statutes and/or policies.
5. A condition of qualification for all firms responding to the RFP is a valid Certificate of Authorization from the Delaware Association of Professional Engineers.

6. Any proposal may be withdrawn until the date and time stated above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer to sell to the City the services indicated for a period of ninety (90) days, or until one or more of the proposals have been accepted by the Department, whichever occurs earlier.